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**Chaplain**



**CHAPLAIN CONTRACTING GUIDELINES**

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Certified by: HQ AETC/HC  
(Ch, Col Derrick Anderson)

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This instruction implements AFPD 52-1, *Chaplain Service*, AFI 52-101, *Chaplain Planning and Organizing*, and establishes AETC policy, procedures and guidelines for contracting religious support to supplement AETC chaplain service programs. This instruction has three sections: Section A provides general information applicable to both chaplain service and appropriated fund contracts; Section B addresses chaplain service fund contracts; and Section C applies to appropriated fund contracting instruments. Attachment 1 provides a glossary of references and supporting information. This instruction applies to all AETC chaplain service chapel programs. This publication does not apply to the Air National Guard (ANG) and Air Force Reserve Command (AFRC). Maintain and dispose of records created by prescribed processes in accordance with AFMAN 37-139, *Records Disposition Schedule*.

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### ***Section A—General Information***

**1. General.** Nonpersonal service contracts may be used to support chapel programs. Contracts may be funded from chaplain service or appropriated funds.

**2. Funding Guidance.** Chaplain service fund nonpersonal service contracts may be used when appropriated funds are not available, and requested services are not for the performance of duties provided within Air Force Manpower Standard 105A man-hour/-month allocation thresholds. If a service will be funded through appropriated sources, see Section C for options, and follow local contracting office guidelines.

#### **3. Contract Types:**

**3.1. Personal Service Contracts.** Chaplain funds will not award personal service contracts. A personal service contract is a contract that, by its express terms, or as administered, makes the contractor appear, in effect, a government employee. (See Federal Acquisition Regulation [FAR] 37.104, *Personal Services Contracts*, for guidance.)

**3.2. Nonpersonal Service Contracts.** A nonpersonal service contract is a contract under which the person rendering the service is not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the government and its employees (see FAR 37.104 for guidance).

#### **4. Contractor and Contracting Officer Relationship:**

4.1. The contract monitor will have no direct supervisory authority over the contractor nor control over the manner in which the contractor performs the services.

4.2. Day-to-day supervision will not be done. Do not include contractors in staff meetings, parish council meetings, or training sessions unless it is specified in their contract, then reimburse financially for such attendance. This precludes an employer-employee relationship. By referring to, or including them as staff members, the appearance of an employer-employee relationship exists.

4.3. The contractor is responsible for the complete end product or service.

4.4. Do not pay the contractor an hourly rate, unless specified in the governing contract schedule or performance work statement (PWS). The contract should normally purchase a quantifiable end product or regular service. Employee work hours, benefits, compensation and time-off are strictly between the contractor and employee.

4.5. The contract monitor or designee will monitor and inspect the contractor's work in accordance with the terms in the PWS.

4.6. The contractor may reasonably be required to coordinate activities with the individual responsible for programs.

## **5. Performance Work Statement (PWS):**

5.1. Base the standards of performance for monitoring and inspecting the service on the PWS. It is important, therefore, that standards are carefully written to concentrate on specified end result as criteria, as well as excellence of professional qualifications.

5.2. Before writing the PWS, determine whether the requirement is ecumenical, interfaith, or faith group specific. When hiring a contractor to perform duties of an ecumenical or interfaith nature, clearly define ecumenical and interfaith in the PWS according to Department of Defense and US Air Force Chaplain Service standards. Coordinate PWS for interfaith programs with the wing chaplain and with all senior faith group chaplains. Coordinate PWS for ecumenical programs with the wing chaplain, and the senior Catholic and Protestant (Orthodox where applicable) chaplains. Maintain documentation of this coordination in the individual procurement case file for the life of the contract. Additionally, the senior faith group chaplains or their designee will serve as contract monitors. For instance, an ecumenical program would have at a minimum two contract monitors, one Catholic and one Protestant. This is essential to ensure the ecumenical or interfaith integrity of the program.

5.3. The environment in which this contract is implemented is a religiously pluralistic and sensitive arena of numerous faith group and denominational traditions. The contractor will accomplish the terms of the contract in compliance with the mission, requirements and standards set forth and defined by the Department of the Air Force and the Air Force chaplain service. Activities and behavior to the contrary, for example, proselytism, will be viewed as grounds for contract termination.

5.4. Prepare a PWS prior to initiating any contracting procedures. As a minimum, the PWS will include:

5.4.1. Description or scope of responsibilities.

5.4.2. Minimum program requirements.

5.4.3. Dates, times, and performance locations etc.

5.4.4. Minimum standards of education, qualification, and experience.

5.4.5. List of organization-furnished workspace, supplies, equipment, etc., if any.

5.4.6. Due date and need for bonds, insurance, or both, if applicable.

5.4.7. Provisions or procedures required by regulations to ensure compliance.

5.4.8. Statement that, "The contract monitor or their designee will monitor and inspect the contractor's performance. The contractor will be notified in writing of any and all noncompliance, and will be given an opportunity to correct, if possible, nonconforming work."

5.4.9 Statement that, "The contractor will be given an opportunity to respond in writing to any notice of noncompliance."

5.4.10. Name of primary and alternate contract monitor.

5.4.11. Procedures for subcontracting during periods of absence. All subcontractors must meet the same qualifications as the contractor, and be approved as suitable by the contract monitor.

5.4.12. Requirement for contractor background checks for positions involving contact with children below 18 years of age, as directed by DoDI 1402.5, *Criminal History Background Checks on Individuals in Child Care Services*.

5.4.13. As appropriate, the contractor will, in consultation with the contract monitor or designated representative, develop an annual calendar of events, chaplain service fund budget, appropriated fund budget, and core religious education curriculum, etc. This information will be submitted as required by local chaplain service operating procedures.

5.4.14. The contractor will be accountable for security and cleanliness of chapel facilities utilized in conjunction with their programs.

5.4.15. The contractor will coordinate all support requirements with the contract monitor or a designated representative.

5.5. Do not include any rate of pay.

## **6. Conflict of Interest:**

6.1. Follow all restrictions as stated in the Department of Defense Directive (DoDD) 5500.7-R, *Joint Ethics Regulation*, FAR 3.6, *Contracts with Government Employees or Organizations Owned or Controlled by Them*, and FAR 37.104.

6.2. Do not consider members or relatives of any fund-approving council, other persons in the supervisory chain, or those who could be construed to have conflicts of interest (for example, family members of chaplains, chaplain assistant, etc.) for appropriated or chaplain service fund contracts. Chaplain service fund contracts are authorized with military personnel, government employees, or business organizations substantially owned or controlled by government employees. However, legal review is required prior to the execution of any such contracts. Appropriated fund contracts may not be awarded to military personnel, government employees, or business organizations substantially owned or controlled by government employees without the approval of AETC/CC (See FAR 3.6 for guidance).

## **Section B—Chaplain Service Fund Contracts**

### **7. Chaplain Service Fund PWS Options:**

7.1. If the fund determines options or renewals are necessary, insert the following clause in the PWS: “The fund may extend the term of this contract for an additional 12 months by issuing written notice to the contractor within 5 days before the contract expires; provided, that the fund gives the contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the fund to an extension. If the fund exercises the option, the extended contract will be considered to include this option provision, and at the applicable prices set forth in the bid schedule.”

7.2. The chapel noncommissioned officer in charge (NCOIC) will exercise an option only after determining that funds are available, and the requirement covered by the option fulfills an existing chapel program need.

7.3. A dispute clause must be inserted in the PWS. (See Attachment 2, paragraph A2.10.)

### **8. Preliminary Chaplain Service Fund Contract Procedures:**

8.1. The wing chaplain or equivalent is responsible for ensuring the following steps are strictly adhered to when developing a chaplain service fund nonpersonal service contract:

8.1.1. The wing chaplain or equivalent determines if the proposed position and the use of chaplain funds is appropriate. The wing chaplain’s determination will be made in writing (for example, a memorandum for record) and maintained in the contract file.

8.1.2. If determined the proposed position and the use of chaplain funds are appropriate the wing chaplain or equivalent will appoint a primary and alternate contract monitor who will:

8.1.2.1. Advise, as necessary, any fund, parish, or multifaith council of the need for the contract, and that any awarded contract creates a funding obligation for the life of the contract.

8.1.2.2. Establish in writing a maximum funding limit for acceptable bids. Include a copy of this statement in the contract file.

8.1.2.3. Prepare bid documents (PWS, Bid Schedule, Basis for Award, and AF Form 2210, **General Provisions (For Use With Nonappropriated Fund Orders and Contracts)**).

8.1.2.4. Contact the base contracting and legal offices concerning the appropriateness of inserting additional clauses into the contract.

8.2. Chaplain service fund position advertisement:

8.2.1. Advertise the position in the local media (for example, as a minimum, base bulletin, base newspaper, and chapel bulletins) for at least 2 weeks. Advertising in local off-base newspaper is also highly encouraged. Paid advertisements in local off-base newspapers require prior written approvals (See FAR 5.5 and supplements thereto for approval procedures). The advertisement will include:

8.2.1.1. Title of the contract position.

8.2.1.2. Basic specifications or qualifications.

8.2.1.3. Whether a demonstration of skills, for example, ability to play organ, piano, etc., will be required.

8.2.1.4. Where to obtain a copy of bid documents.

8.2.1.5. A point of contact at the chapel for submitting bids, resumes, etc.

8.2.1.6. Submission and demonstration due date.

8.2.1.7. Criteria by which the individual will be selected, for example, lowest bidder, best value to the government, etc. **NOTE:** Specific details on the selection process to be used should be included in the Basis of Award document.

8.2.1.8. Any other relevant information.

8.3. Keep copies of advertisements, and file them with the contract as supporting documentation.

## **9. Interview Procedures for Chaplain Service Fund Awards:**

9.1. It is the responsibility of the contract monitor to:

9.1.1. Give each bidder a PWS (Attachment 2), Basis for Award (Attachment 3 and Attachment 4), and a copy of AF Form 2210.

9.1.2. Inform bidders how the selection process will be done. If a bidder is disqualified due to lack of qualifications for the position, be certain that this action is based on criteria presented in the PWS.

9.1.3. Schedule and conduct interviews, as applicable, of bidders responding to the advertisements.

9.1.4. Where special skills are required, such as for an organist, have the person demonstrate his or her skills. The custodian may have a specialist assist during the performance portion of the interview.

9.1.5. Give a copy of the bid schedule to each qualified bidder. Inform them they may submit their bids in a format that includes a dollar amount for the basic one-year contract and each of the four one-year option periods, if any. This will allow bidders to include cost of living increases if they choose. This procedure is based on the assumption that contracts will be optioned.

9.1.6. Request a resume and sealed bid from each qualified bidder by a specific date and time.

9.1.7. Inform bidders of the date, time and place of bid opening.

9.1.8. Date and time stamp each bid when received.

9.2. Sealed bids will not be opened when bidders are determined to be unqualified.

9.3. Bid opening:

9.3.1. Bid opening should be open to the public, held in a location readily accessible to the public, and will commence at the stated time.

9.3.2. If the contract monitor decides to change the time or place of the bid opening, he or she will inform all bidders of the change; however, in no case will the bid opening predate the advertised final date for submission of bids.

9.3.3. Once the deadline for submission of bids arrives; no further bids will be accepted.

9.3.4. The contract monitor will convene a panel consisting of the chapel NCOIC and at least two other persons to perform the selection process as outlined in the Basis for Award document. The NCOIC will serve as recorder.

9.3.5. The proceedings will be recorded.

9.3.6. The contract monitor will open and read aloud each sealed bid.

9.3.7. After the selection and recording process is complete, the contract monitor and the recorder will sign the following certification, "I hereby certify that the above is an accurate list of bids accepted, opened, and read at this bid opening." Include:

9.3.7.1. Date and time of opening.

9.3.7.2. Title of contract position.

9.3.7.3. Contract monitor signature.

9.3.7.4. Recorder signature.

9.3.8. The contract monitor will present the certified list, with a recommendation for contract award to the wing chaplain for approval or disapproval, and advise as needed, any fund, parish, or chief financial working group at the next meeting.

9.3.9. A disapproval of the panel's selection must be substantiated in writing with full reasoning for disapproval. The next qualified bidder will then be presented for approval.

9.3.9.1. Equal low bids. In the event of two equally low bids, award will be made through drawing by lot, limited to the tied bidders. If time permits, the bidders involved will be given an opportunity to attend the drawing. The drawing will be witnessed by at least two persons, and the contract file will contain the names of the witnesses. The results of the drawing will also be documented and maintained in the contract file.

9.3.10. If determining the award of a contract based on cost of lowest bid, consider the total bid (the basic 1-year contract, and increases for the four 1-year option periods, if any).

9.3.11. The contract monitor's reports of interviews and bids, his or her recommendations, and the wing chaplain's approval or disapproval action will be documented and maintained in the contract file.

9.3.12. After wing chaplain approval, the contract monitor will notify bidders of the results. The notice will include the name of the successful bidder.

## **10. Chaplain Service Fund Contract Formulation:**

10.1. The attached contract format will be used as a starting point for chaplain service fund nonpersonal service contracts (Attachment 5). The contract monitor will:

10.1.1. Make two copies of the contract containing the name of the selected bidder and the amount of the bid. The description of work is based on the PWS used in the bidding process. Do not obtain any signatures at this time.

10.1.2. Attach AF Form 2210 along with bid schedule and other special provisions, if any, to the contract.

10.1.3. Number each contract to identify the fund fiscal year, and numeric sequence within the year (for example, LCSF 03-2). This number will be maintained for the life of the contract (basic period and option periods, if any).

10.1.4. Submit the proposed contract with supporting documentation to the legal office for a written legal review. After obtaining a finding of procedural and legal sufficiency from the legal office, all parties sign the contract in duplicate. Provide one copy to the contractor.

10.1.5. Maintain the chaplain service fund copy of the contract, the legal review, PWS, advertisements, bid schedule, Basis for Award document, bid opening documentation, and all other information pertaining to the contract in a file as long as the contract is active.

### **11. Chaplain Service Fund Contract Administration:**

11.1. At the end of each contract term, you may exercise the contract option, if any, for the term of the option, usually one year. This process is required for the exercise of each option year.

11.2. Option exercises are subject to approval in the same manner as the contract award.

11.3. Ensure any modification within the scope of the contract (description of work, dates, times, locations, or number of services) are in writing and signed by both the contract monitor and contractor. All modifications are subject to approval in the same manner as the contract award.

11.4. Coordinate all contract modifications and option exercises with the legal office.

### **12. Chaplain Service Fund Contract Dispute Resolutions:**

12.1. Dispute procedures should be included in the chaplain service fund contract.

12.2. The disputes procedures are:

12.2.1. Contractor meets with contract monitor.

12.2.2. Contractor meets with wing chaplain. If this does not resolve the dispute, the contractor should refer to the disputes clause contained in AF Form 2210.

**13. Chaplain Service Fund Checklist.** A comprehensive checklist is provided in Attachment 6 to use in the development of new chaplain service fund nonpersonal service contracts.

**14. Chaplain Service Fund Payments.** Payment of nonpersonal service contracts will be made within 30 days after performance of services and receipt of a properly authenticated invoice signed by contract monitor or his or her designee.

**15. Advertisements.** The contract monitor is responsible for all advertising of positions open for bid.

### ***Section C—Appropriated Fund Options***

**16. Appropriated Fund Options.** Contract planning is the single most important element in accurate, efficient, and timely contracting support. Get a contracting officer involved at the first sign of an upcoming requirement. They will be able to help you determine the best course of action for your requirements. The following options are available for the purpose of obtaining nonpersonal services:

16.1. AF Form 9, **Request for Purchase**, generally issued on a firm fixed-price basis for acquisition of services. Purchase orders may be with or without option performance periods. If the fund and the contracting

organization deems that options are desired, the performance period may be for no more than the basic year and 4 option periods.

16.1.1. Determine the nonpersonal service required and availability of appropriated funding.

16.1.2. Prepare a PWS using guidelines contained in paragraph 5.

16.1.3. Compile a list of at least two potential sources. Contracting will assist in advertisement of the position if insufficient potential sources are identified.

16.1.3.1. Sole Source Justification. Sole source justifications for nonpersonal services is discouraged. If a sole source contract is required, contact the contracting officer for assistance in preparation of a proper justification. The justification should include the following as a minimum:

16.1.3.1.1. A brief nontechnical description of the services to be acquired. The description must include statements on the specialized nature of the requirement. In other words, what makes it so unique that only one contractor can provide it, and why no other contractor has or can obtain that capability.

16.1.3.1.2. A statement that specifically states that the proposed sole source is the only known source that can satisfy the government's requirement, and a description of the research performed to arrive at this conclusion.

16.1.3.1.3. Actions being taken by the requiring activity to preclude future sole source requirements for the same items and/or services.

16.1.4. Chapels are not authorized to solicit quotes or bids for a service. Contracting will perform this function.

16.1.5. Prepare AF Form 9, using guidance from your local contracting office, and coordinate through necessary offices.

16.1.6. Provide contracting with AF Form 9, PWS, and all documentation required to contract for the required service.

**17. Blanket Purchase Agreement (BPA).** The BPA provides a flexible means for obtaining and paying for required nonpersonal services. The length of the agreement can be up to 5 years, and the services may be used on an as needed basis. To provide additional flexibility, a BPA may be established with more than one individual to perform a service. Contact the local contracting office for specifics on establishing a BPA. Anticipate the contracting office taking 15-30 days to process a BPA.

**18. Government Purchase Card Check Program.** Contact the local contracting office for further information and guidance on possible use of this option.

**19. Forms Adopted.** AF Form 9, AF Form 2210, and AF Form 2519.

JOHN W. STEFERO, Colonel, USAF  
Command Chaplain



## Attachment 1

## GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION

**References**

DoDD 5500.7-R, *Joint Ethics Regulation*

DoDI 1402.5, *Criminal History Background Checks*

FAR 3.6, *Contracts with Government Employees or Organizations Owned or Controlled by Them*

FAR 37.104, *Personal Services Contracts*

AFPD 52-1, *Chaplain Service*

AFI 52-101, *Chaplain Service Responsibilities and Procedures*

Air Force Manpower Standard 105a, *Air Force Manpower Standard, Chaplain*

AFMAN 37-139, *Records Disposition Schedule*

**Abbreviations and Acronyms**

**FAR**—Federal acquisition regulation

**DoDD**—Department of Defense directive

**DoDI**—Department of Defense instruction

**NCOIC**—noncommissioned officer in charge

**PWS**—performance work statement

**Terms**

**Denomination**—A particular religious body, with a specific name, organization, etc.

**Ecumenical**—General or universal, especially of or concerning the Christian church as a whole; furthering or intending to further the unity or unification of Christian churches.

**Ecumenism**—The ecumenical movement among Christian churches; the principles or practice of promoting cooperation or better understanding among differing religious faiths.

**Evangelize**—To preach the gospel to, to convert to Christianity.

**Faith Group**—As currently recognized in the US Air Force Chaplain Service, major faith groups are Catholic, Islamic, Orthodox, Judaism and Protestant.

**Interfaith**—Between or involving persons adhering to different religions.

**Proselytizing**—To try to convert (a person), especially to one's religion; to persuade to do or join something, especially by offering an inducement. The Covenant and the Code of Ethics for Chaplains of the Armed Forces: "I will not proselytize from other religious bodies, but I retain the right to evangelize those who are nonaffiliated."

## Attachment 2

### SAMPLE PERFORMANCE WORK STATEMENT (PWS)

**Contract Position Title.** Protestant Religious Education (RE) Coordinator.

**Scope of Responsibilities.** Serves as resource person, advisor and coordinator of religious education for the Air Force Base Protestant parish. The coordinator consults, coordinates with, and work is monitored by the Protestant RE chaplain.

**Education and Experience Requirement.** The Protestant RE coordinator must:

Show a creative vision for short-range and long-term growth and development of the RE program.

Demonstrate enthusiasm in their approach to RE ministry.

Have at least 2 years' recent experience as a religious education coordinator or teacher. Strong preference will be given to experience in military service chapel religious education coordination.

Participate in a qualifying interview, and be able to clearly express the details of basic Christian doctrine.

Furnish a resume including academic and work related references.

**General Responsibilities.** The RE coordinator will:

Coordinate a program of religious education in accordance with the guidelines set forth by the Air Force chaplain service.

Organize fall classes; recruit volunteer teachers, substitutes, and other necessary staff; prepare teachers and substitutes; provide workshops as required.

Provide orientation for new volunteer staff members in the area of facilities, funding, religious education policies, and available resources.

Organize at least two volunteer teacher-training events, one to be offered in the fall and one in the spring.

Plan events, and consider ways to honor and recognize the volunteer staff during the year.

Schedule and organize Vacation Bible School in consultation with the RE chaplain, recruit volunteer teachers and staff, and order the appropriate materials when such a program is deemed necessary by the Protestant Parish Council.

Coordinate the annual Sunday school Christmas program when the Protestant Parish Council deems such a program necessary or desirable.

Coordinate the children's church program (children ages 3-7), recruit staff, procure necessary materials and supplies, train volunteer staff as needed, and supervise this year-round activity.

Comply with all federal, state, and local laws and requirements, and Air Force instructions that are found to apply to this position.

Submit an application for a background check to the RE chaplain according to DoDI 1402.5, *Criminal History Background Checks*.

Ensure that all volunteers working with youth below 18 years of age receive a background check as described in DoDI 1402.5.

**Specific Responsibilities.** The RE coordinator will:

In consultation with the RE chaplain, develop and submit an annual calendar of events, chaplain service fund and appropriated fund budgets, and an annual religious education curriculum order to the wing

chaplain as determined by local instructions.

Coordinate all religious education support requirements with the RE chaplain or his or her designated representative.

Arrive at least one-half hour prior to the beginning of classes on Sunday mornings.

Visit each class at least once a quarter or as requested by volunteer teachers needing assistance.

Keep a record of enrollment and attendance on file.

Maintain a current roster of the volunteer Sunday school staff.

Keep an updated file of local audio-visual resources available to the volunteer staff.

Submit funds request as required for support of the RE program to the Protestant RE chaplain.

Project the required amount of RE and vacation bible school curriculum material, and submit an annual order to the RE chaplain.

Maintain files and submit monthly attendance reports to the RE chaplain by Monday of the last week of each month.

Hold periodic planning meetings with the RE committee.

Attend monthly parish council meetings as a voting member.

Participate in at least one continuing education or professional development event each year, when chaplain or appropriated funds are available.

Maintain stock of expendable supplies, and procure supplies as needed to carry on the RE program.

Maintain the Protestant RE office and storeroom in a presentable manner.

Ensure absentee cards are sent to registered students missing two consecutive Sundays, and send welcome orientation letter to new enrollees.

Submit RE reproduction needs (publicity, bulletins, and newsletters in a timely manner).

Be accountable for opening and securing the chapel building and other facilities used for RE activities during use if a chaplain assistant is not on duty.

Be responsible for monitoring the handling of all funds received in the RE program to ensure compliance with applicable directives.

Maintain office hours at Chapel One at least 3 days during each week.

Be responsible for ensuring that Sunday school workers are aware of local safety requirements and procedures.

Be accountable for paying of any social security taxes, federal or local income taxes, state unemployment insurance premiums for themselves, as well as any individual employed or subcontracted by them to provide services under this contract.

Personally perform the services described above or cause them to be performed by a substitute of equal or higher proficiency which has been approved in advance by the Protestant RE chaplain. Submit the names and qualifications of proposed subcontractors to the RE chaplain for approval at least 14 days in advance of a proposed absence. Subcontractors must meet the requirements for the position as outlined in this performance work statement (PWS).

#### **The Wing Chaplain:**

Reviews the contract annually to consider exercise of renewal option.

Provides expenses for at least one training event that relates specifically to RE, when funding is available and cannot be provided by appropriated funds.

Ensures that the unit rate of payment for the services described in this PWS will be by the month.

Provides office space with desk, chair, computer, printer, typewriter, filing cabinets, bookcases, phone, expendable office supplies, and other items deemed necessary to perform services described in this PWS.

**The Contract Monitor.** The contract monitor will monitor and inspect the contractor's performance in accordance with the PWS.

**Exercise of Option.** The fund may extend the term of this contract for an additional 12 months by issuing written notice to the contractor within 5 days before the contract expires, or in accordance with the terms of the option clause in the contract; provided, that the fund gives the contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the fund to an extension. If the fund exercises the option, the extended contract will be considered to include this option provision and at the applicable prices set forth in the bid schedule. The base legal office must review option exercises prior to award.

**Contract Termination.** For contracts expending appropriated funds, termination will be dictated by the terminations clauses in the governing contract. Chaplain service fund contracts may be terminated by the contractor or fund upon 30-calendar days notice in writing, or by the fund at any time for default of the contractor for any of the conditions or provisions herein contained. Any notice required to be given by either party under any provisions of this contract will be sufficient for all purposes when sent in writing by the United States Postal Service registered mail, postage thereon prepaid, addressed to the other party at the place of business designated herein.

**Disputes.** Any grievance by the contractor should be resolved at the lowest level. The chain of command is as follows: contract monitor then the wing chaplain. If this does not resolve the problem, the contractor will follow guidance in paragraph 2, AF Form 2210.

**Attachment 3****SAMPLE BASIS OF AWARD (LOWEST BID)**

**Applications.** We are accepting applications for a chaplain service fund nonpersonal service contract. This means that the successful awarded bidder will be an independent contractor who is responsible for the accounting and payment of social security taxes, federal income taxes, state income taxes, unemployment insurance premiums, and tort liability.

**Lowest Bid Technically Acceptable (Two Step) Procedure.** We will use the following two-step sealed bid procedure to determine award of contract:

**Step One.** Applicants will be asked to submit resumes. They may also be asked to attend an interview and/or demonstrate special skills, as applicable. The contract monitor and two other individuals will evaluate applicants' resumes, interview, and demonstrations to determine qualifications.

**Step Two.** Only qualified applicants will be asked to submit a sealed bid. Bidders may be asked to submit their bids in a format that includes a dollar amount per unit for the basic one-year contract and each of the four one-year renewal periods (if any). This will allow bidders to include cost of living increases if they choose.

**Basis for Award.** The qualified bidder who submits the lowest priced bid will receive the award for the nonpersonal service contract.

In determining the cost of lowest bid, the contract monitor will consider the total bid (the basic one year contract and increases for the four one-year renewal periods, if any).

In the event of two equally low bids, award will be made by drawing by lot limited to those bidders. If time permits, the bidders involved will be given an opportunity to attend the drawing. The drawing will be witnessed by at least two persons.

**Procedures:**

Pick up Performance Work Statement (PWS), Basis for Award, and application procedures from base chapel.

Submit resume to SSgt John Doe by 1630 on 13 March 2003.

Interviews/demonstrations will be scheduled on 1 April 2003 at Chapel One during duty hours (0730-1630).

**Interview.** THOSE WHO QUALIFY at the interview will be asked to submit, in person, a sealed bid no later than 1630 hours on 26 March 2003. No bids will be accepted after this date/time. At that time, you will be provided an official bid schedule and envelope. Be sure that your bid is SEALED! Remember, all bids are to be based upon the qualifications and responsibilities as set forth in the PWS.

A public bid opening will be held on 2 April 2003 at 1330 in the chapel activities center.

#### Attachment 4

### SAMPLE BASIS OF AWARD (BEST VALUE)

**Applications.** We are accepting applications for a chaplain service fund nonpersonal service contract. This means that the successful awarded bidder will be an independent contractor who is responsible for the accounting and payment of social security taxes, federal income taxes, state income taxes, unemployment insurance premiums and tort liability.

**Best Value Technically Acceptable (Three Step) Procedure.** We will use the following three-step sealed bid procedure to determine award of contract based on best value to the government:

**Step One.** Applicants will be asked to submit resumes and sealed bids. Interviews and/or demonstration of special skills may also be required. Bidders may be asked to submit their bids in a format that includes a dollar amount per unit for the basic one-year contract, and each of the four one-year renewal periods (if any). This will allow bidders to include cost of living increases if they choose.

**Step Two.** The chapel contract monitor and at least two other individuals will form a panel to review and evaluate applicant's resumes and special skills demonstration using a numbered grading system. Once the grading process is complete, the points will be totaled for each bidder, and placed in order from highest accumulated points to lowest.

**Step Three.** The panel will then open the bid for the individual with the most accumulated points to ensure the bid does not exceed the maximum funding limit.

- a. If the individual with the most accumulated points exceeds the maximum funding limit, the panel will move to the next individual in line and open their bid. This process will be repeated until a bid is opened that does not exceed the maximum funding limit.
- b. If there is a tie between two or more individuals with the most accumulated points, the bids for the individuals involved in the tie will be opened with the panel selecting the lowest bidder.
- c. In the event of two equally low bids, award will be made through drawing by lot limited to the tied bidders. If time permits, the bidders involved will be given an opportunity to attend the drawing. The drawing will be witnessed by at least two persons.

#### Procedures:

Pick up Performance Work Statement (PWS), Basis for Award, and Application Procedures from base chapel.

Submit resume to SSgt John Doe by 1630 on 13 March 2003.

Interviews will be scheduled on 1 April 2003 at Chapel One during duty hours (0730-1630).

**Interview.** THOSE WHO QUALIFY at the interview will be asked to submit, in person, a sealed bid no later than 1630 hours on 26 March 2003. No bids will be accepted after this date/time. At that time, you will be provided an official bid schedule and envelope. Be sure that your bid is SEALED! Remember, all bids are to be based upon the qualifications and responsibilities as set forth in the PWS.

A public bid opening will be held on 2 April 2003 at 1330 in the chapel activities center.

**Attachment 5****SAMPLE CONTRACT****Contract LCF 03-01**

THIS CONTRACT, awarded on the 1st day of August 2002 by and between Base X chaplain service Fund (hereinafter called Fund) and John Doe, SSN 123-45-6789, 244 F Street, San Antonio TX 78150, Ph: (123) 456-7890 (hereinafter called Contractor). This contract is assigned number: LCF-03-01.

WITNESSETH That:

WHEREAS the parties hereto desire to contract for the furnishing of certain (specify services) as more particularly described hereafter.

NOW THEREFORE, in consideration of mutual covenants and agreements by and between the parties hereto, it is agreed as follows: The Contract Monitor will administer this Contract on behalf of the nonappropriated chaplain fund.

1. The above-named Fund is a nonappropriated fund activity of the Department of the Air Force. No appropriated funds of the United States will become due or be paid the Contractor by reason of this Contract.
2. The Contractor agrees to furnish the following described services at the locations designated by the Contract Monitor: *(for example, On Wednesday and Sunday of each week, and on other special days of religious emphasis, the Contractor will furnish Choir Director services at Chapel One, or other designated locations on the installation)*
3. In consideration of Contractor furnishing the above described services, the Contractor will be paid from the Fund: *(for example, For Wednesday \$\_\_\_\_\_, for each Sunday \$\_\_\_\_\_, and for each special day service \$\_\_\_\_\_). The total amount to be paid for the year under the terms of the contract is not to exceed \$\_\_\_\_\_*. Payment will be made within 30 calendar days of the receipt of an invoice by the Contract Monitor. The Contractor will provide invoices prior to payment.
4. Contractor will either personally perform the services described above or will cause them to be performed by a substitute of equal or higher proficiency, who is approved in advance by the Contract Monitor.
5. The Contract Monitor monitors and inspects the nonpersonal services provided. The Standards of Performance are contained in the Performance Work Statement as established for this position. Performance Work Statement is attached.
6. The Contract Monitor will monitor and inspect the Contractor's performance. The Contractor will be notified in writing of any and all noncompliance, and will be given an opportunity to correct, if possible, nonconforming work. The Contractor will be given an opportunity to respond in writing of any notice of noncompliance.
7. The Fund may extend the term of this contract for an additional 12 months by issuing written notice to the contractor within 5 days before the contract expires; provided, that the Fund gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Fund to an extension. If the Fund exercises the option, the extended contract will be considered to include this option provision and at the applicable prices set forth in the bid schedule.
8. This Contract is solely the obligation of the Fund and of the Contractor, and is not an obligation of the United States Government.
9. The Contractor agrees to indemnify, save harmless, and defend the Fund from, and against any or all claims, demands, actions, debts, liabilities, judgments, costs, or attorneys fees arising out of the services rendered by the Contractor or claimed on account of, or in any manner caused or contributed to by

Contractor, his agents, servants, or employees while in, upon, or about the military installation where this Contract is performed.

10. Relative to the term and termination of this Contract, it is mutually agreed:

a. The term of this Contract, unless sooner terminated as hereinafter provided, will be 1 year from the date of award, but it may be renewed for a like term by mutual agreement in writing of the parties hereto, subject to approval in the same manner as this instrument, and in the same manner may be renewed from term to term not exceeding 5 years total.

b. This Contract may be terminated by Contractor or Fund upon 30-calendar days notice in writing, or either party at any time by the fund for default of the contractor for any of the conditions or provisions herein contained. Any notice required to be given by either party under any provisions of this Contract will be sufficient for all purposes when sent in writing by the United States Postal Service registered mail, postage thereon prepaid, addressed to the other party at the place of business designated herein.

11. Dispute Resolution: Any grievance by the Contractor should be resolved at the lowest level. The chain of command is as follows: Contract Monitor then the Wing Chaplain. If this does not resolve the problem, the contractor will follow guidance in paragraph 2, AF Form 2210.

12. The Contractor is responsible for accounting for and paying of any Social Security taxes, Federal income taxes, state income taxes, and state unemployment insurance premiums.

13. The Contractor will not employ any person to perform any of the work or services required by this Contract on the military installation if objection to any such person is made by the Fund. The Contractor, his or her employees or agents, while on the military installation will be subject to monitoring and inspection but under no circumstances will such persons be deemed to be employees or agents of the Fund.

14. This Contract will become effective when signed by the Contract Monitor and Contractor, and approved in writing by the Wing Chaplain or his or her authorized representative.

IN WITNESS WHEREIN the parties have hereunto set their hands on this 13<sup>th</sup> day of March 2003.

XYZ AIR FORCE BASE CHAPLAIN SERVICE FUND  
244 F Street East  
Randolph AFB TX 78150

(Typed Signature Block of Contract Monitor)

(Typed Name, Title and  
Mailing Address of Contractor)

Approved as of the date written.

(Typed Signature Block of Wing Chaplain)

Attachments:

1. Performance Work Statement
2. AF Form 2210, General Provisions



## Attachment 6

## CHAPEL CONTRACT CHECKLIST

ALL PURPOSE CHECKLIST		PAGE 1 OF 3 PAGES		
TITLE/SUBJECT/ACTIVITY/FUNCTIONAL AREA		OPR	DATE	
CHAPEL CONTRACT CHECKLIST		HC		
NO.	ITEM <i>(Assign a paragraph number to each item. Draw a horizontal line between each major paragraph.)</i>	Y	N	N/A
1	Did Contract Monitor (CM) follow restrictions in DoDD 5500.7-R, Joint Ethic Reg, FAR 3.6 and FAR 37.104? (AETCI 52-101, Paragraph 6.1)			
2	In the rare case, an appropriated fund contract is being awarded to a government employee, did the contracting officer obtain HQ AETC/CC approval as required by FAR 3.6? (AETCI 52-101, Paragraph 6.1.1)			
3	Was a dispute clause inserted in the performance work statement (PWS)? (AETCI 52-101, Paragraph 7.2)			
4	Did the WC determine the need for a contract? (AETCI 52-101, Paragraph 8.1.1)			
5	Did the WC determine the use of chaplain funds was most appropriate? (AETC 52-101, Paragraph 8.1.1)			
6	Did the WC make his or her determination of need and funding source in writing (#1 and 2) (AETCI 52-101, Paragraph 8.1.1)			
7	Did the CM advise, as necessary, any appropriate councils for need of contract position? (AETCI 52-101, Paragraph 8.1.2.1)			
8	Did the CM advise, as necessary, any councils of future obligations for life of the contract? (AETCI 52-101, Paragraph 8.1.2.1)			
9	Did the CM, WC and/or council establish in writing a maximum funding limit? (AETCI 52-101, Paragraph 8.1.2.2)			
10	Did the CM prepare bid document? (AETCI 52-101, Paragraph 8.1.2.3)			
11	Did the CM seek advice concerning appropriateness of inserting other clauses? (AETCI 52-101, Paragraph 8.1.2.4)			
12	Did the CM advertise the position in the local media and off-base papers for minimum of 2 weeks? (AETCI 52-101, Paragraph 8.2.1)			
13	Were copies of advertisements maintained for documentation? (AETCI 52-101, Paragraph 8.2.10)			

ALL PURPOSE CHECKLIST		PAGE 2 OF 3 PAGES		
TITLE/SUBJECT/ACTIVITY/FUNCTIONAL AREA		OPR	DATE	
CHAPEL CONTRACT CHECKLIST		HC		
NO.	ITEM (Assign a paragraph number to each item. Draw a horizontal line between each major paragraph.)	Y	N	N/A
14	Did each bidder receive an PWS, basis for award, and AF Form 2210? (AETCI 52-101, Paragraph 9.1.1)			
15	Was each bidder informed of the selection process? (AETCI 52-101, Paragraph 9.1.2)			
16	Did the CM schedule and conduct interviews? (AETCI 52-101, Paragraph 9.1.3)			
17	If special skills were required, did each bidder demonstrate his or her skills? (AETCI 52-101, Paragraph 9.1.4)			
18	Did each bidder provide a resume and references? (AETCI 52-101, Paragraph 9.1.6)			
19	Was each qualified bidder asked to submit a sealed bid? (AETCI 52-101, Paragraph 9.1.6)			
20	Was each qualified bidder informed when to submit bid? (AETCI 52-101, Paragraph 9.1.6)			
21	Was each qualified bidder informed of time/place of bid opening? (AETCI 52-101, Paragraph 9.1.7)			
22	Were the bids recorded as they were read? (AETCI 52-101, Paragraph 9.2.5)			
23	Did the CM open and read each sealed bid? (AETCI 52-101, Paragraph 9.2.6)			
24	Did the CM and the recorder sign the required certification statement? (AETCI 52-101, Paragraph 9.2.7)			
25	Did the CM present the certified list and recommendations for contract award to the WC? (AETCI 52-101, Paragraph 9.2.8)			
26	Did the CM advise, as necessary, any council(s) of the award? (AETCI 52-101, Paragraph 9.2.8)			

ALL PURPOSE CHECKLIST		PAGE 3 OF 3 PAGES		
TITLE/SUBJECT/ACTIVITY/FUNCTIONAL AREA		OPR	DATE	
CHAPEL CONTRACT CHECKLIST		HC		
NO.	ITEM <i>(Assign a paragraph number to each item. Draw a horizontal line between each major paragraph.)</i>	Y	N	N/A
27	Did the WC approve or disapprove award of contract? (AETCI 52-101, Paragraph 9.2.8)			
28	Did the CM document in writing the interview process, bid opening, recommendation and approval? (AETCI 52-101, Paragraph 9.2.11)			
29	After WC contract approval, did the CM notify all bidders of the result? (AETCI 52-101, Paragraph 9.2.12)			
30	Was the Sample Chaplain Service Fund Nonpersonal Service Contract used as a starting point? (AETCI 52-101, Paragraph 10.1)			
31	Were two copies of the Chaplain Service Fund Nonpersonal Service Contract prepared? (AETCI 52-101, Paragraph 10.1.1)			
32	Was AF Form 2210, General Provisions, attached to the contract? (AETCI 52-101, Paragraph 10.1.2)			
33	Was the contract numbered to identify chaplain service fund, fiscal year and numeric sequence? (AETCI 52-101, Paragraph 10.1.3)			
34	Was the contract submitted with all supporting documentation to the legal office for review? (AETCI 52-101, Paragraph 10.1.4)			
35	Were signatures of all parties obtained on the contract AFTER legal review was obtained? (AETCI 52-101, Paragraph 10.1.4)			
36	Was one copy of the signed contract provided to the contractor? (AETCI 52-101, Paragraph 10.1.4)			
37	Was a contract file created to maintain ALL required documentation? (Also, reference items 2, 6, 9, 12 and 28) (AETCI52-101, Paragraph 10.1.5)			